

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF TEXAS

FILED

2021 MAY -1 PM 2:50

<b>BRANDON CALLIER,</b> <b>Plaintiff,</b>  <b>v.</b>  CarGuard Administration INC, Auto Protecht, LLC, and John Does 1-4 <b>Defendants</b>	<p>§ § § § § § § § § §</p> <p><b>EP20CV0118</b></p>	<p>CLERK OF DISTRICT COURT WESTERN DISTRICT OF TEXAS BY <u>28</u> DEPUTY</p>
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**Plaintiff's Original Complaint**

**Parties**

1. The Plaintiff is Brandon Callier, a natural person, and was present in Texas for all calls, in this case in El Paso County.
2. CarGuard Administration, INC is a Kansas corporation and can be served via registered agent Registered Agent INCORP Services, INC., 17888 67<sup>th</sup> Court North, Loxahatchee, Florida 33470.
3. Auto Protecht, LLC, is a California corporation and can be served via registered agent Robby H Birnbaum, 100 West Cypress Creek Road, Ste 700, Fort Lauderdale, Florida 33309.
4. John/Jane Does 1-4 are other liable parties currently unknown to the Plaintiff.

**JURISDICTION AND VENUE**

5. Jurisdiction. This Court has federal-question subject matter jurisdiction over Plaintiff's TCPA claims pursuant to 28 U.S.C. § 1331 because the TCPA is a federal

statute. *Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 372 (2012). This Court has supplemental subject matter jurisdiction over Plaintiff's claim arising under Texas Business and Commerce Code 305.053 because that claim arises from the same nucleus of operative fact, i.e., Defendants' telemarketing robocalls to Plaintiff; adds little complexity to the case; and doesn't seek money damages, so it is unlikely to predominate over the TCPA claims.

6. **Personal Jurisdiction.** This Court has general personal jurisdiction over the defendant because they have repeatedly placed calls to Texas residents, and derive revenue from Texas residents, and they sell goods and services to Texas residents, including the Plaintiff.
7. **Venue.** Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1)-(2) because a substantial part of the events giving rise to the claims—the calls and sale of goods and services directed at Texas residents, including the Plaintiff—occurred in this District and because the Plaintiff resides in this District. Residing in the Western District of Texas when he received a substantial if not every single call from the Defendants that are the subject matter of this lawsuit.
8. This Court has venue over the defendants because the calls at issue were sent by or on behalf of the above named defendants to the Plaintiff, a Texas resident.

**THE TELEPHONE CONSUMER PROTECTION ACT OF 1991, 47 U.S.C. §  
227**

9. In 1991, Congress enacted the TCPA in response to a growing number of consumer complaints regarding telemarketing.
10. The TCPA makes it unlawful “to make any call (other than a call made for emergency

purposes or made with the prior express consent of the called party) using an automatic telephone dialing system (ATDS) or an artificial or prerecorded voice ... to any telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).

11. The TCPA makes it unlawful “to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes, is made solely pursuant to the collection of a debt owed to or guaranteed by the United States, or is exempted by rule or order” of the Federal Communication Commission (“FCC”). 47 U.S.C. § 227(b)(1)(B).
12. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(b). 47 U.S.C. § 227(b)(3).
13. Separately, the TCPA bans making telemarketing calls without a do-not-call policy available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).<sup>1</sup>
14. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).
15. According to findings of the FCC, the agency vested by Congress with authority to issue regulations implementing the TCPA, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls and can be costly and inconvenient.
16. The FCC also recognizes that “wireless customers are charged for incoming calls

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<sup>1</sup> See Code of Federal Regulations, Title 47, Parts 40 to 60, at 425 (2017) (codifying a June 26, 2003 FCC order).

whether they pay in advance or after the minutes are used.” *In re Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).

17. The FCC requires “prior express written consent” for all autodialed or prerecorded telemarketing robocalls to wireless numbers and residential lines. In particular:[A] consumer’s written consent to receive telemarketing robocalls must be signed and be sufficient to show that the consumer: (1) received clear and conspicuous disclosure of the consequences of providing the requested consent, *i.e.*, that the consumer will receive future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2) having received this information, agrees unambiguously to receive such calls at a telephone number the consumer designates. In addition, the written agreement must be obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service.
18. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC regulations “generally establish that the party on whose behalf a solicitation is made bears ultimate responsibility for any violations.” *In the Matter of Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).
19. The FCC confirmed this principle in 2013, when it explained that “a seller ... may be held vicariously liable under federal common law principles of agency for violations of either section 227(b) or section 227(c) that are committed by third-party telemarketers.” *In the Matter of the Joint Petition Filed by Dish Network, LLC*, 28

FCC Rcd. 6574, 6574 ¶ 1 (2013).

20. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 951 – 52 (9th Cir. 2009).
21. A corporate officer involved in the telemarketing at issue may be personally liable under the TCPA. *E.g., Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013 U.S. Dist. LEXIS 159985, at \*10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors can be individually liable for violating the TCPA where they had direct, personal participation in or personally authorized the conduct found to have violated the statute.” (internal quotation marks omitted)); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415 – 16 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose much of its force.”).

#### **The Texas Business and Commerce Code 305.053**

22. The Texas Business and Commerce code has an analogous portion that is related to the TCPA and was violated in this case.
23. The Plaintiff may seek damages under this Texas law for violations of 47 USC 227 or subchapter A and seek \$500 in statutory damages or \$1500 for willful or knowing damages.

#### **FACTUAL ALLEGATIONS**

24. The Plaintiff has received at least eight calls over 120 days to his cell phones, 915-383-4604 and 915-255-3456 without consent and not related to an emergency purpose, selling the products and services of CarGuard Administration, Inc., Auto Protecht, LLC, Centurion Protection Services, and Affordable Auto Solutions, Inc. for

various car warranties.

25. The Plaintiff has been unable to find corporate information on Centurion Protection Services and Affordable Auto Solutions through secretary of state searches and will add them as defendants at a later date.
26. The Plaintiff purchased three car warranties from the defendants and was mailed three policies in the mail to his home address. The Defendants are listed on Exhibit 1, Exhibit 2 and Exhibit 3 taken from the policies.
27. Mr. Callier received multiple calls from a variety of spoofed caller ID's that contained a pre-recorded message and were initiated using an automated telephone dialing system. The calls were on behalf of CarGuard Administration, Inc., Auto Protecht, LLC, Centurion Protection Services, and Affordable Auto Solutions, Inc. The calls generally had a delay of 3-4 seconds of dead air before an audible tone connected the Plaintiff to a representative, indicating the calls were initiated using an ATDS. The Plaintiff received at least eight calls in 120 days.
28. Each and every call was initiated using a spoofed caller ID, and each and every telemarketer the Plaintiff spoke with failed to properly identify themselves and the parties they were calling on behalf of.
29. "Neighborhood spoofing" designed to trick consumers into picking up the call as it appears to be a local call. This call contained a pre-recorded message after a 3-4 second pause of dead air. Several of the calls used neighborhood spoofing tactics, others were real phone numbers from existing callers, innocent victims and businesses whose phone numbers were wrongfully appropriated by the defendants.
30. Plaintiff received the following calls from the Defendants (Table A).

Call Phone Number	Caller ID Name	Date	Time
915-383-5469		30-Dec-19	14:13
915-383-2567	JOEL CUEVAS	4-Feb-20	9:32
915-615-2353		6-Feb-20	9:32
915-383-9493	JORGE MADRID	10-Feb-20	14:51
915-383-3745	GLORIA JOHNSON	10-Feb-20	13:43
915-587-7405		17-Feb-20	10:58
915-383-2963	NOOR ABUSHAGUR	21-Feb-20	11:06
915-383-5709	GEOR SANTA CRUZ	28-Feb-20	13:07

31. Each and every call was placed without the maintenance of an internal do-not-call policy. Each and every call failed to identify the telemarketers and parties they were calling on behalf of. Each and every call was placed without training their agents/employees on the use of an internal do-not-call policy.
32. Mr. Callier purchased car warranty policies from the Defendants on December 30, 2019, February 17, 2020 and February 24, 2020.
33. Mr. Callier received five additional calls from the Defendant after purchasing the car warranty because the calls were automated and initiated by the ATDS.
34. Mr. Callier has a limited data plan. Incoming text messages chip away at his monthly allotment.
35. Mr. Callier has limited data storage capacity on his cellular telephone. Incoming telemarketing calls consumed part of this capacity.
36. No emergency necessitated the calls
37. Each call was sent by an ATDS.
38. None of the defendants ever sent Mr. Callier any do-not-call policy.
39. On information and belief, none of the defendants had a written do-not-call policy while it was sending Mr. Callier the unsolicited calls

40. On information and belief, none of the defendants trained its agents engaged in telemarketing on the existence and use of any do-not-call list.

### **Vicarious Liability of the Sellers**

41. These parties are vicariously liable under the theories of actual authority, apparent authority, and ratification, and as well as liable because any other result would impair the underlying purpose of the TCPA.
42. CarGuard Administration, Inc., Auto Protecht, LLC, Centurion Protection Services, and Affordable Auto Solutions, Inc are liable parties as the direct beneficiaries of the illegal telemarketing calls as they stood to gain the Plaintiff as a client and quoted the Plaintiff a contract offering their products and services.
43. The contracts show that the beneficial parties who were gaining customers were CarGuard Administration, Inc., Auto Protecht, LLC, Centurion Protection Services, and Affordable Auto Solutions, Inc

### **THE SELLERS SHOULD BE HELD LIABLE TO UPHOLD THE DETERRENT EFFECT AND PURPOSE OF THE TCPA**

44. As the court ruled in Jackson v Caribbean Cruise Line, Inc., the defendant sellers should be held liable for their violations of the TCPA. Courts have looked at the purpose of the TCPA and found that not holding the sellers liable through vicarious liability would undermine the purpose of the TCPA.
45. Every entity in the contract for car warranty services should be deemed a beneficiary of the calls and held liable for damages under the TCPA under vicarious liability.



Sellers are in the best position to monitor and police third party telemarketer's compliance with the TCPA and to hold otherwise would leave consumers without an effective remedy for telemarketing intrusions.

**INJURY, HARM, DAMAGES, and ACTUAL DAMAGES AS A RESULT OF THE  
CALLS**

**46.** Defendant's calls harmed the Plaintiff by causing the very harm that Congress sought to prevent—a "nuisance and invasion of privacy."

**47.** Defendant's calls harmed the Plaintiff by trespassing upon and interfering with Plaintiff's rights and interests in Plaintiff's cellular telephone.

**48.** Defendant's calls harmed the Plaintiff by trespassing upon and interfering with Plaintiff's rights and interests in Plaintiff's cellular telephone line.

**49.** Defendant's calls harmed the Plaintiff by intruding upon Plaintiff's seclusion.

**50.** The Plaintiff has been harmed, injured, and damages by the calls including, but not limited to:

- Reduced Device Storage space
- Reduced data plan usage
- Invasion of privacy
- Lost time tending to text messages
- Decreased cell phone battery life
- More frequent charging of my cell phone resulting in reduced enjoyment and usage of my cell phone
- Reduced battery usage

- Annoyance
- Frustration
- Anger

**The Plaintiff's cell phone is a residential number**

51. The calls were to the Plaintiff's cellular phone 915-383-4604, which is the Plaintiff's personal cell phone that he uses for personal, family, and household use. The Plaintiff maintains no landline phones at his residence and has not done so for at least 10 years and primarily relies on cellular phones to communicate with friends and family. The Plaintiff also uses his cell phone for navigation purposes, sending and receiving emails, timing food when cooking, and sending and receiving text messages. The Plaintiff further has his cell phone registered in his personal name, pays the cell phone from his personal accounts, and the phone is not primarily used for any business purpose.

**Violations of the Texas Business and Commerce Code 305.053**

52. The actions of the defendants violated the Texas Business and Commerce Code 305.053 by placing automated calls to a cell phone which violate 47 USC 227(b). The calls by the defendants violated Texas law by placing calls with a pre-recorded message to a cell phone which violate 47 USC 227(c)(5) and 47 USC 227(d) and 47 USC 227(d)(3) and 47 USC 227(e).

53. The calls by the defendants violated Texas law by spoofing the caller ID's per 47 USC 227(e) which in turn violates the Texas statute.

## **I. FIRST CLAIM FOR RELIEF**

**(Non-Emergency Robocalls to Cellular Telephones, 47 U.S.C. § 227(b)(1)(A))**

**(Against All Defendants)**

1. Mr. Callier realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.
2. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the TCPA, 47 U.S.C. § 227(b)(1)(A), by making non-emergency telemarketing robocalls to Mr. Callier's cellular telephone number without his prior express written consent.
3. Mr. Callier is entitled to an award of at least \$500 in damages for each such violation. 47 U.S.C. § 227(b)(3)(B).
4. Mr. Callier is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. 47 U.S.C. § 227(b)(3).
5. Mr. Callier also seeks a permanent injunction prohibiting Defendants and their affiliates and agents from making non-emergency telemarketing robocalls to cellular telephone numbers without the prior express written consent of the called party.

## **II. SECOND CLAIM FOR RELIEF**

**(Telemarketing Without Mandated Safeguards, 47 C.F.R. § 64.1200(d))**

**(Against All Defendants)**

6. Mr. Callier realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

7. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of FCC regulations by making telemarketing solicitations despite lacking:

a. a written policy, available upon demand, for maintaining a do-not-call list, in violation of 47 C.F.R. § 64.1200(d)(1);<sup>2</sup>

b. training for the individuals involved in the telemarketing on the existence of and use of a do-not-call list, in violation of 47 C.F.R. § 64.1200(d)(2);<sup>3</sup> and,

c. in the solicitations, the name of the individual caller and the name of the person or entity on whose behalf the call is being made, in violation of 47 C.F.R. § 64.1200(d)(4).<sup>4</sup>

8. Mr. Callier is entitled to an award of at least \$500 in damages for each such violation. 47 U.S.C. § 227(c)(5)(B).

9. Mr. Callier is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. 47 U.S.C. § 227(c)(5).

10. Mr. Callier also seeks a permanent injunction prohibiting Defendants and their affiliates and agents from making telemarketing solicitations until and unless they (1) implement a do-not-call list and training thereon and (2) include the name of the individual caller and AFS's name in the solicitations.

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<sup>2</sup> See *id.* at 425 (codifying a June 26, 2003 FCC order).

<sup>3</sup> See *id.* at 425 (codifying a June 26, 2003 FCC order).

<sup>4</sup> See *id.* at 425 – 26 (codifying a June 26, 2003 FCC order).

### **III. THIRD CLAIM FOR RELIEF: Violations of The Texas Business and**

#### **Commerce Code 305.053**

11. Mr. Callier realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

12. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the **Texas Business and Commerce Code 305.053**, by making non-emergency telemarketing robocalls to Mr. Callier's cellular telephone number without his prior express written consent in violation of 47 USC 227 et seq. The Defendants violated 47 USC 227(d) and 47 USC 227(d)(3) and 47 USC 227(e) by using an ATDS that does not comply with the technical and procedural standards under this subsection.

13. Mr. Callier is entitled to an award of at least \$500 in damages for each such violation. **Texas Business and Commerce Code 305.053(b)**

14. Mr. Callier is entitled to an award of up to \$1,500 in damages for each such knowing or willful violation. **Texas Business and Commerce Code 305.053(c)**.

### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Brandon Callier prays for judgment against the defendants jointly and severally as follows:

A. Leave to amend this Complaint to name additional DOESs as they are identified and to conform to the evidence presented at trial;

B. A declaration that actions complained of herein by Defendants violate the TCPA and Texas state law;

C. An injunction enjoining Defendants and their affiliates and agents from engaging in the unlawful conduct set forth herein;

D. An award of \$3000 per call in statutory damages arising from the TCPA intentional violations jointly and severally against the corporation and individual for seven calls.

E. An award of \$1,500 in statutory damages arising from violations of the Texas Business and Commerce code 305.053

F. An award to Mr. Callier of damages, as allowed by law under the TCPA;

G. An award to Mr. Callier of interest, costs and attorneys' fees, as allowed by law and equity

H. Such further relief as the Court deems necessary, just, and proper.

May 1, 2020

A handwritten signature in black ink, appearing to read 'B. Callier', with a stylized flourish at the end.

Brandon Callier  
Pro-se  
6336 Franklin Trail  
El Paso, TX 79912

# Auto Protect LLC

1340 Reynolds Ave  
#116-1019  
Irvine, CA 92614  
(800) 398-8577



Brandon Callier  
6336 Franklin Trail  
El Paso, TX 79912

**Congratulations!** Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles with fewer than 200,000 miles may qualify for additional coverage, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

## THANK YOU AGAIN!

### IMPORTANT CONTACT NUMBERS:

*Cliff Barker*

Claims: (888) 907-0870

Your Protection Specialist

Roadside: (844) 286-4577

**We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown. We have also provided ID cards on the last page of this booklet with valuable information that can be used in the event of a breakdown.**

Exhibit 1

## platinum deluxe service

### contract

application page

### contract holder information

contract holder 1 name Brandon Callier

contract holder 2 name

phone (915) 383-4604 alternate phone

email address Callier74@gmail.com

mailing address 6336 Franklin Trail

city / state / zip El Paso, TX 79912

### seller information

seller name Auto Protect LLC

phone (800) 398-8577 alternate phone

website

mailing address 1340 Reynolds Ave #116-1019

city / state / zip Irvine CA, 92614

### covered vehicle information

vin number (17 numbers)

2T2BK1BA9DC169679

current odometer reading

40800

Year

2013

make

LEXUS

model

RX

vehicle class

3

options

☒ 4X4 / AWD

☐ diesel

☐ turbo / supercharged

☐ commercial

☐ snow plow

☐ lift kit

☐ hybrid

### service contract information

contract number

CGC23550760

waiting period

30

effective date

12/30/2019

contract purchase price

\$3,070

contract term in months (additional)

60

contract term in miles ☒ additional 50,000

contract expiration date

1/29/2025

contract expiration miles

91,800

Deductible

☐ \$0.<sup>00</sup>

☐ \$50.<sup>00</sup>

☒ \$100.<sup>00</sup>

☐ \$200.<sup>00</sup>

\* If no selection a \$100.<sup>00</sup> deductible shall apply

\* A 30 day and 1,000 mile waiting period will apply from the effective date and current odometer reading. Claims may not be filed until this waiting period is satisfied. If any information is incorrect, please contact us immediately.

Administered by: CarGuard Administration, INC

4901 W. 136th Street, Leawood, KS 66224

(888) 907-0870



# Centurion Protection Services

BRANDON CALLIER

02/24/20

Thank you for choosing Centurion Protection Services. We strive to bring you the very best customer experience while under our care. We understand what an important role your vehicle plays in your daily routine and the stress a breakdown can cause to you and your family. Centurion Protection Services plans include a Rental Car, Towing, 24-Hour Roadside Assistance and Concierge Services to help eliminate these stressful times.

Please take the time to carefully review all of your vehicle protection plan information below to ensure its accuracy. If it is not correct, please contact us at 1 (800) 232-8254.

Sincerely,

The Centurion Protection Services Team

## Important Contact Numbers

Roadside: 844-286-4577

Claims: 888-907-0870

CENTURION PROTECTION SERVICES	
Name:	BRANDON CALLIER
VIN #:	JTHKD5BH5D2144150
Contract #:	CGC17610279
Coverage:	POWERTRAIN PLUS
Expiration Date:	03/24/24
Expiration Miles:	228,460
Claims:	888-907-0870
Roadside:	844-286-4577

MEMBERSHIP CARD

Your membership card

## Powertrain plus service contract

application page

contract holder information

contract holder 1 name **BRANDON CALLIER**

contract holder 2 name

phone (915) 383-4604 alternate phone

email address

mailing address **6336 FRANKLIN TRAIL DR**

city / state / zip **EL PASO, TX 79912**

seller information

seller name **CENTURION PROTECTION SERVICES**

phone (800) 232-8254 alternate phone

web site

mailing address **1290 N HANCOCK, SUITE 200**

city / state / zip **ANAHEIM, CA 92807**

covered vehicle information

vin number (17 numbers) **JTHKD5BH5D2144150**

current odometer reading

**127,460**

year

**2013**

make

**LEXUS**

model

**CT**

vehicle class

**3**

options

☐ 4 x 4 / AWD

☐ diesel

☐ turbo/supercharger

☐ commercial

☐ snow plow

☐ lift kit

☒ hybrid

### Service contract information

contract number

**CGC17610279**

waiting period

**30 Days and 1000 Miles**

effective date

**02/24/20**

contract purchase price

**\$3,725.00**

contract term in months (additional)

**48**

contract term in miles

**100,000**

contract expires at

**228,460**

contract expiration date

**03/24/24**

contract expiration miles

**228,460**

deductible ☐ \$0.00 ☐ \$50.00 ☒ \$100.00 ☐ \$200.00

\*If no selection a \$100.00 deductible shall apply

\* A **30** day and **1000** mile waiting period will apply from the effective date and current odometer reading. Claims may not be filed until this waiting period is satisfied. If any information is incorrect, please contact us immediately.

Administered by: CarGuard Administration, INC

4901 W. 136th Street, Leawood, KS 66224

(888) 907-0870

Exhibit 2



# Affordable Automotive Solution

773 S. Kirkman Rd., ste. 102  
Orlando, FL 32811  
18669785340

Brandon L Callier  
6336 Franklin Trail Dr  
El Paso, TX 79912-8154

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles under 150,000 miles may qualify for additional coverages, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

Chrysal

Protection Specialist

## IMPORTANT CONTACT NUMBERS:

Claims: 888-907-0870

Roadside: 844-286-4577

## powertrain plus service contract application page

contract holder information

contract holder 1 name Brandon L Callier

contract holder 2 name

phone 915-255-3456

alternate phone

email address

mailing address 6336 Franklin Trail Dr

city / state / zip El Paso, TX 79912-8154

seller information

seller name Affordable Automotive Solution

phone 18669785340 alternate phone

web site

mailing address 773 S. Kirkman Rd. ste. 102

city / state / zip Orlando, FL 32811

## covered vehicle information

vin number (17 numbers)

JTHKDSBH5D2144150

vehicle class 3

current odometer reading

127,327

options

year

2013

make

LEXUS

model

CT200H

## service contract information

contract number

CGC25010282

waiting period

30 Days and 1,000 Miles

effective date

02/17/2020

contract purchase price

\$3679.00

contract term in months (additional)

48

contract term in miles

100,000

contract expiration date

03/17/2024

contract expiration miles

228,327

deductible

\$ 100

\* A 30 day and 1,000 mile waiting period will apply from the effective date and current odometer reading. Claims may not be filed until this waiting period is satisfied. If any information is incorrect, please contact us immediately.

Administered by: CarGuard Administration, INC

4901 W. 136th Street, Leawood, KS 66224

(888) 907-0870

WST0001

Exhibit 3